### BEN LO 30B6 ANYWHERE COMMERCE V INGENICO

## December 10, 2021

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1	A. Yes.	1 remember there's a press release.
2	Q. Did you sign this document?	2 Q. No. I wasn't asking when. I was asking what do
3	A. Yes.	3 you know about Ingenico acquiring an ownership interest in 4 ROAM Data?
4	Q. Did you sign it on behalf of BBPOS?	
5	A. Yes.	5 A. You're asking what do I know or when do I know?
6	Q. Who was the contract between? BBPOS and who?	6 Q. What?
7	A. Can you repeat your questions.	7 A. What? Just acquire just acquire 100 percent
8	Q. Contract is between BBPOS and who else?	8 of ROAM Data.
9	A. ROAM Data.	9 Q. That's all you know?
10	Q. When you signed this, had you ever heard of a	A. Yeah. Before that they are one of the investor
11	company called Ingenico?	11 of ROAM Data, and then they also I think that they put
12	A. Yes.	12 two in I think they invest in ROAM Data or accounts.
13	Q. Did you understand that there was a relationship	13 Eventually they buy 100 percent of ROAM Data.
14	between ROAM Data and Ingenico?	14 Q. You understand that at the time of the contract,
15	A. When	15 Exhibit 23, that ROAM Data and Ingenico were two separate
16	Q. When you signed this agreement?	16 companies; right?
17	A. I don't remember.	17 A. Yes.
18	Q. Did you come to have an understanding as to the	18 Q. So let's look at some of the terms of this
19	relationship between ROAM Data and Ingenico?	19 contract.
20	A. Yes.	20 A. Okay.
21	Q. Tell me what you learned.	21 Q. It begins on the first page with number 1,
22	A. Ingenico is one of the investors of ROAM Data.	22 "License." Do you see that?
23	Q. One of the investors in ROAM Data?	23 A. Yes.
24	A. Yes.	24 Q. And it says "the partner," and the partner is
25	Q. BBPOS is in this mPOS mobile point of sale	25 BBPOS; right?
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	business; right?	1 A. Yes.
2	A. Yes.	2 Q. "The partner hereby grants to the company"
3	Q. And in that context were you aware of Ingenico?	3 that's ROAM Data; right?
4	A. No. Ingenico is manufacturer of a traditional	4 A. Yes.
5	POS terminal.	5 Q. " a worldwide, perpetual, fully-paid license to
6	Q. I understand it's not a you're saying it's	6 freely use and sell the products."
7	different from the mPOS terminal?	7 A. Yes.
8	A. Yes.	8 Q. And "products" has a capital P," so we know
9	Q. But was BBPOS aware of Ingenico as a participant	9 that's a defined term for this agreement; right?
10	in the point of sale credit card industry?	10 A. Yes.
11	A. No. You're talking about no.	11 Q. Are you're familiar with this agreement because
12	Q. So when did you learn that Ingenico was an	12 you well, you signed it; right?
13	investor in ROAM Data?	13 A. Yes.
14	A. When do I learn that? I think it was around I	14 Q. And you've also reviewed it at least once since
15	forget exact dates, but Will Graylin told me.	15 you signed it; right?
16	Q. Sometime after May 4th, 2010?	16 A. Yes.
17	A. I forget.	17 Q. I think you reviewed it in preparation for today;
18	Q. I'm sorry?	18 right?
19	A. I forget.	19 A. Yes.
20	Q. Did you ever come to learn anything else about	20 Q. So you're familiar with the definition of
21	the relationship between Ingenico and ROAM Data?	21 "products" in this license?
22	A. They all looked at all I just know that	22 A. Yes.
23	Ingenico acquired 100 percent of ROAM Data.	Q. And paragraph 1.3, a little below says "the



Q. What do you know about that?

A. What do I know about that? I forget that, but I

24

24 license granted in section 1.1 -- " which we just read

25 "-- is exclusive on a worldwide basis (with the exception

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- 1 mind, again, it take a long time. It take us four years.
- 2 We are in the space for a long time. We are in the mPOS
- 3 space for a long time. It takes us four years to come up
- 4 with one product, perfect product, and a few more years to
- 5 come up with a few more, few other product. So when they
- 6 said that, well, in 2012, '15 or '14, they said, oh, well,
- 7 they keep talking. But is not coming. Since 2012 they
- 8 talking. '15 they talking and they even want me to work
- 9 together to help them to perfect a product. There's no
- 10 reason why. So I won't help them.
- 11 MR. TECHENTIN: I'm going to mark Exhibit 75.
- 12 (Exhibit 75 was marked for identification
- 13 and is attached hereto.)
- 14 BY MR. TECHENTIN:
- 15 Q. That's a November 11th email from you to Daniel
- 16 Tsai. But I'm focussed on the first email in this chain
- 17 which is from you to Daniel and Jimmy. It's dated 11 --
- 18 it looks like November 10th, 2012; right?
- 19 A. Yes.
- 20 Q. And it says: "After last visit, Christopher and
- 21 the two Ingenico R&D guys must collect some info back to
- 22 Ingenico." Do you see that?
- 23 A. Yes.
- 24 Q. And so you knew that the people who were coming
- 25 out to visit you and BBPOS in Hong Kong weren't just ROAM

- Page 119 some info to Landi for making terminal to compete with
- 2 us." Do you see that?
- 2 do. 20 you coo inc
- 3 A. Yes.
- 4 Q. Is it that true that Will Graylin told you that?
- 5 A. Yes, he told me that.
  - Q. And then you say, "We should not trust any
- 7 hardware guy from Ingenico or ROAM anymore"?
- 8 A. Yes.
- 9 Q. Is that what you did?
- 10 A. Yes.
- 11 Q. "Actually, Will left ROAM and we have no worry on
- 12 ROAM anymore." What does that mean?
- 13 A. Will was fired. Will was fired by ROAM.
- 14 Q. What does it mean by "we have no worry on ROAM
- 15 anymore?'
- 16 A. I don't know what I mean. Just maybe my poor
- 17 English, yeah.
- 18 Q. Well, the next sentence says, "And ROAM relies on
- 19 us much more than we relies on them." Right?
- 20 A. Yes.
- 21 Q. Was that true?
- 22 A. That's true because ROAM is a software company
- 23 and we are a hardware company. ROAM wanted to buy the
  - 4 product from us. So I strongly believe that, like, they
- 25 make sure that our product is good. And as I say, we take

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- 1 Data people. Some of them were Ingenico; right?
- A. With this email you remind me something so I
- 3 review the contracts. The ROAM contract there's a
- 4 provision 6.3 that if ROAM Data, you know, they said that
- 5 if it is necessary to enter deals, you know, our -- well,
- 6 to share our information with other party including
- 7 Ingenico, that we have to assist them to do that because
- 8 we are still abiding by the agreement. So provision 6.3
- 9 in the ROAM Data BBPOS agreement, according to this 6.3 we
- 10 have to do that. Even though we are not happy, we still
- 11 do that. Even Christopher, Ingenico guy, and Andy Guy,
- 12 blah, blah, blah, and they come back as long as everyone
- 13 is under the instruction of ROAM, we have to do that.
- 14 ROAM will protect us because the contract said that ROAM
- 15 will protect us according to 6.3 of the agreement.
- 16 Q. I'm sorry. That wasn't responsive to my
- 17 question, so I'll ask it again.
- 18 You knew that you were being visited not only by
- 19 ROAM personnel but by Ingenico personnel; right?
- 20 A. Yes
- 21 Q. And when we talk about Ingenico R&D guys, those
- 22 are from the R&D facility in France for Ingenico; right?
- 23 A. Yeah. You said that from France. Yeah. A lot
- 24 of money there. Yes.
- Q. And you say, "Will told me that Ingenico passes

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  1 a few years to come up with good products. So I think
- 2 that they want to have some like guy to come to like make
- 3 sure that we are really good.
- 4 Q. You write "ROAM needs us but not the other way
- 5 around." Was that true?
- 6 A. We need ROAM. Yes. When need ROAM for the
- 7 revenue, but ROAM need us.
- 8 So ROAM make money and we make money. But, ROAM --
- 9 like ROAM is hardware and software solution, but for us,
- 10 without ROAM we can still sell some product in China. So
- 11 this is what I mean.
- 12 MR. TECHENTIN: Let me show you a document marked
- 13 Exhibit 76.
- 14 (Exhibit 76 was marked for identification
- 15 and is attached hereto.)
- 16 BY MR. TECHENTIN:
- 17 Q. This is a discussion among people at
- 18 AnywhereCommerce. But I'll direct your attention to an
- 19 email in the middle of the first page of this document
- 20 which is an email from Mark Diamond to Michael Kron.
- 21 MS. BOZEMAN: I'll note -- I'm going to note for
- 22 the record he's not copied on this; right.
- 23 MR. TECHENTIN: He's not. He's not.
- 24 BY MR. TECHENTIN:
- Q. And you can -- you can take a look through the

